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SCENE 7, INC. LONG TERM DISABILITY PLAN and
PRUDENTIAL INSURANCE COMPANY OF AMERICA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DAWN RUTHERFORD,

Plaintiff,

v.

SCENE 7, INC. LONG TERM DISABILITY
PLAN, PRUDENTIAL INSURANCE
COMPANY OF AMERICA,

Defendants.

Case No. CV 07-6426 (WHA)

**DECLARATION OF TAMIKA S.
WILLIAMS IN SUPPORT OF
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Date: July 10, 2008
Time: 8:00 AM.
Dept: 9

[Filed and served concurrently with Notice of
Motion and Motion for Summary Judgment;
Memorandum of Points and Authorities;
Statement of Uncontroverted Facts and
Conclusions of Law; Proposed Order; and,
Proposed Judgment]

I, Tamika S. Williams, hereby declare and state as follows.

1. I am employed by the Prudential Insurance Company of America ("Prudential") as a Litigation Disability Claims Specialist. I have personal knowledge of the following facts, and if called upon to testify, I could and would competently testify to their truth and accuracy. I submit this declaration in support of Prudential's Motion for Summary Judgment.

1 2. Based upon my employment and experience with Prudential as a Litigation
2 Disability Claims Specialist, I am familiar with Prudential's manner and guidelines with respect
3 to preparing the "administrative record" for the review of a disability claim under a long term
4 disability plan.

5 3. The guidelines for preparing the administrative record dictate that all documents
6 relating to the claim become part of the record and there are no documents relating to the claim
7 which are not considered a part of the record. The manner in which the administrative record
8 documents are compiled is as follows: paper medical records and other claims-related records are
9 scanned into Prudential's Data Management System ("DMS") upon receipt. Prudential's SOAPs
10 and other internal documents are created on that system. When Prudential is notified of litigation
11 filed against it, all of the foregoing documents are downloaded from the system.

12 4. When managing a claims file, we rely on DMS system to apply the contract terms
13 to the claim handling. The DMS system has been programmed so the associate handling can
14 access the correct contractual definition of disability. However, on occasions when the
15 information in DMS is incomplete (there may be other areas of the contract involved in the
16 dispute that are not loaded in DMS), when the associate learns there is a recent contract change
17 not yet loaded into DMS, when the insured disputes the definition based on the insured's copy of
18 the contract, or on rare occasions when the contract definitions are not loaded into the system
19 paper copies of the contract are obtained from the Contracts division of the Group Life and
20 Disability Division.

21 5. The administrative record includes all documents, including computer generated
22 entries, created or received from every source regarding the claim, including the following
23 documents:

- 24 • Claim Forms: the claimant's disability claim form documents and supporting
25 physician statement(s);
- 26 • Medical Records pertaining to plaintiff's claim, including but not limited to
27 any and all physician notes, reports, progress notes, laboratory reports, reports
28

1 of radiological testing or any other diagnostic test reports;

2 • Communications:

3 (1) Correspondence and other communications between the claimant and
4 Prudential regarding the status of the claim, further follow up with internal and
5 external claims reviewers, requests for authorization, decisions by Prudential
6 regarding claimant's disability status throughout the disability period, Prudential's
7 correspondence to plaintiff regarding its decision to terminate; plaintiff's first
8 appeal and Prudential's reconsideration and decision; plaintiff's second appeal
9 and documents in support thereof; Prudential's correspondence setting forth its
10 decision on second appeal; Plaintiff's third appeal; and Prudential's
11 correspondence setting forth the basis of its decision on the third appeal.

12 (2) Also included are other external communications pertaining to the
13 claim, including correspondences between Prudential and plaintiff's treating
14 physicians (as well as any correspondences/communications between plaintiff and
15 her physicians that were provided to Prudential as part of the claim),
16 communications between Prudential and its independent file review physicians,
17 Social Security Administration, the California Department of Insurance,
18 plaintiff's attorney(s), the Disability Law Clinic and any other entity with whom
19 any communication was made referring to any aspect of plaintiff's disability
20 claim;

21 (3) Internal communications: these include Prudential's internal "SOAP
22 Notes" setting forth the status of the claim, reviews and summaries of all
23 documents received/sent to claimant or any other individual (claimant's attorney,
24 claimant's treating physician, file review physicians), telephonic communications
25 (including those with claimant) as outlined in telephone logs, and any and all
26 decisions regarding the claim from its inception through final appeal and denial;

1 I declare under penalty of perjury pursuant to the laws of the state of New Jersey and the
2 United States of America that the foregoing is true and correct.

3
4 Executed this 5th day of June, 2008 at Roseland, New Jersey.

5
6 /s/
Tamika S. Williams